

EXHIBIT 11

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 -----X

SANDRA GUZMAN,

Plaintiff,

NO. 09 CIV. 9323 (BSJ) (RLE)

VS.

7
8 NEWS CORPORATION, NYP
9 HOLDINGS, INC., d/b/a THE
10 NEW YORK POST, and COL ALLAN,
11 in his official and individual
12 Capacities,

Defendants.
11 -----X

12 **REVISED**

13 VIDEOTAPED DEPOSITION

14 OF

15 SANDRA GUZMAN

16 New York, New York

17 Thursday, October 13, 2011
18
19

20 Reported by:

AYLETTE GONZALEZ, CLR

21 JOB NO. 42950
22
23
24
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1 SANDRA GUZMAN-10/13/11
 2 MR. LERNER: All right. I think
 3 we can take a short break.
 4 A. Okay.
 5 THE VIDEOGRAPHER: The time is
 6 5:07 p.m. We're going off the record.
 7 (Whereupon, at this time, a
 8 short break was taken.)
 9 THE VIDEOGRAPHER: The time is
 10 5:27 p.m. We're back on the record,
 11 video number five.
 12 BY MR. LERNER:
 13 Q. Ms. Guzman, when did you relocate
 14 from the tenth floor to the ninth floor of The
 15 Post?
 16 A. I'm not really sure what year.
 17 Maybe it was -- can I -- 2000 -- I'm not
 18 really sure.
 19 Q. Why were you why did you relocate?
 20 A. From the tenth floor to the ninth
 21 floor?
 22 Q. Yes.
 23 A. Why was I relocated?
 24 Q. Yes.
 25 A. Space issues.

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1 SANDRA GUZMAN-10/13/11
 2 Q. And when you were located on the
 3 tenth floor -- withdrawn.
 4 Did your floor change because your
 5 job changed or was it the same job and you
 6 just changed offices?
 7 A. I've always been an associate. My
 8 job did not change.
 9 Q. Did your assignment change?
 10 A. My assignment changed.
 11 Q. Is that why you went from the tenth
 12 floor to the ninth floor?
 13 A. It was because of space. Space.
 14 Q. So, your assignment did not change?
 15 A. No, my assignment continued to
 16 change as I evolved as I worked at The Post.
 17 Q. But the reason that you moved to
 18 the ninth floor was space?
 19 A. That's what I was told, space.
 20 Q. And when you were on the tenth
 21 floor, were you in a cubicle?
 22 A. On the tenth floor, no, it's an
 23 open space.
 24 Q. Were you in a cubicle?
 25 A. No.

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1 SANDRA GUZMAN-10/13/11
 2 Q. And can you -- can you estimate how
 3 many years you were located on the ninth floor
 4 before your termination?
 5 A. In the news room?
 6 Q. Sorry, where was it that you had
 7 your own office, ninth or tenth floor?
 8 A. Ninth floor.
 9 Q. That's where you ended -- that's
 10 where you were when your employment ended,
 11 right?
 12 A. Yes.
 13 Q. So, approximately how many years
 14 were you in your ninth floor office?
 15 A. Before the office, I was in a
 16 cubicle.
 17 Q. Okay.
 18 A. So, you mean in the ninth floor in
 19 general?
 20 Q. Yes.
 21 A. Maybe five years.
 22 Q. Okay. So most of your time at The
 23 Post, you were located on the ninth floor,
 24 correct?
 25 A. Yes.

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1 SANDRA GUZMAN-10/13/11
 2 Q. Isn't a cubicle consistent with an
 3 open space?
 4 A. No, it's an open space. It's an --
 5 it's an open space. The newsroom where I was,
 6 the news hub, is an open space.
 7 Q. So, you had a desk, but no
 8 partitions?
 9 A. No partitions.
 10 Q. And when you were located on the
 11 tenth floor at your desk, was that in the same
 12 room as the newsroom?
 13 A. Yes.
 14 Q. And did you ever make a complaint
 15 to human resources about the things you heard
 16 in the newsroom when you were located on the
 17 tenth floor?
 18 A. Did I complain to HR about the
 19 things I heard in the newsroom?
 20 Q. Yes.
 21 A. No.
 22 Q. When you moved to the ninth floor
 23 you started at a desk or cubicle?
 24 A. Yes.
 25 Q. Which?

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SANDRA GUZMAN-10/13/11

A. Where does to say that?

Q. The beginning of paragraph two, the term of the agreement is from July 7, '03 to July 6, '05, right?

A. Right.

Q. And this agreement was not renewed, correct?

A. I didn't sign another agreement.

Q. And the agreement says that in that paragraph, any continued employment with the company will be on terms determined by the company. And it will be at will of no fixed term and may be terminated at any time by either you or the company with or without notice or any other no reason. Right?

A. Yes.

Q. So, after July 26, 2005, you became an at-will employment -- at will-employee of The Post right?

A. Right.

Q. Did Lachlan Murdoch tell you that one of the reasons that you would be hired was to increase readership among minorities and Hispanics?

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SANDRA GUZMAN-10/13/11

A. Yes.

Q. You weren't an employee -- you were an employee of The New York Post and NYP Holdings right?

A. And News Corp.

Q. You weren't an employee of News Corp., were you?

A. I was because I served on committees and I frequently interacted with News Corp. employees. We -- I mentioned the two committees that I worked on, the Cool Change and I worked on the Hispanic Diversity Counsel. And I helped with the editing of community newspapers that were owned by News Corp.

So, I considered my employment also with News Corp.

Q. But your employment agreement states that your agreement is between NYP Holdings and Sandra Guzman, right?

A. Yes.

Q. And your supervisors were Mr. Robinowitz and Mr. Allan?

A. Yes.

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SANDRA GUZMAN-10/13/11

Q. New York Post employees, right?

A. Yes.

Q. And determination of your termination was made by New York Post employees, right?

A. As far as I understand, yes.

Q. And your paycheck was The New York Post, right?

A. NYP Holdings.

Q. Were you ever paid by News Corp.?

A. I don't believe so, no.

Q. And your annual reviews were conducted by your supervisors at The Post, right?

A. Yes.

Q. And you sat your office was located and on the premises of The New York Post offices right?

A. Yes.

Q. Several months after you started -- withdrawn.

You testified earlier about Rick Ramirez, a gentleman that works out of California, right?

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SANDRA GUZMAN-10/13/11

A. Right.

Q. I believe you testified he's an attorney?

A. Yes.

Q. Did you know that Mr. Ramirez's position at 20th Century Fox was as an employee and his title was VP of marketing?

A. Yes, he's an attorney.

Q. Is he functioning as an attorney for the 20th Century Fox or was it as VP of marketing?

A. He wasn't an attorney for the company, but an attorney who was functioning in a marketing capacity.

Q. So, he's -- he wasn't working as a lawyer?

A. For the paper?

Q. Correct.

A. But, he is a lawyer. So, he wasn't working for News Corp. as an attorney, but he is an attorney.

Q. Does he work at all as an attorney or is he full-time -- does he have full-time job employment at 20th Century Fox as a VP of